

Agreement between  
GREEN LAKE COUNTY  
And the  
GREEN LAKE COUNTY  
LAW ENFORCEMENT ASSOCIATION



WISCONSIN PROFESSIONAL POLICE ASSOCIATION LAW  
ENFORCEMENT EMPLOYEE RELATIONS DIVISION

2021 - 2024

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## **PREAMBLE**

This agreement is made by and between GREEN LAKE COUNTY, Wisconsin, hereinafter referred to as the "County", or "Employer", and the LEER Div. /WPPA on behalf of the GREEN LAKE COUNTY LAW ENFORCEMENT ASSOCIATION hereinafter referred to as the "Association".

### **ARTICLE 1 - RECOGNITION**

A. The County recognizes the Association as the exclusive collective bargaining representative in the unit consisting of all regularly employed part-time, full-time, and seasonal deputy sheriffs of the County excluding the Sheriff, supervisors, confidential employees and casual employees.

B. The Association agrees to provide written notification to the Sheriff with copies to the Personnel Committee and the County Clerk within seven (7) days following election or selection of Association officials, including officials assigned to handle various aspects of the grievance procedure. The County shall inform the Association of the membership of the Personnel Committee.

### **ARTICLE 2 - MANAGEMENT RIGHTS**

The Employer and Green Lake County retain and reserve the sole right to manage its affairs in accordance with all applicable laws, resolutions, ordinances and regulations. Included in this responsibility, but not limited thereto, is the right to determine the number and classification of Employees, the services to be performed by them, the right to manage and direct the work force, the right to establish qualifications, the right to hire, promote and retain employees, the right to transfer and assign employees, the right to demote, suspend, discharge for cause or take other disciplinary action subject to the terms of this Agreement and the grievance procedure, the right to release employees from duties because of lack of work or lack of funds, the right to maintain efficiency of operations by determining the method, means and personnel by which such operations are conducted, including the right to contract out provided that the exercise of this right shall not result in layoff of permanent employees (employees other than part-time, seasonal or probationary) and to take whatever actions are reasonable and necessary to carry out the duties

and responsibilities of the Employer. In addition to the foregoing, the Employer and Green Lake County reserve the right to make reasonable rules and regulations relating to personnel policy procedures and practices and matters relating to working conditions giving due regard to the obligations imposed by this agreement. The Employer shall give reasonable notice of new rules and regulations or changes therein as promulgated by it to the employees. Any disagreement over the meaning or application of such rules and regulations may be made the subject of a grievance. However, the Employer and Green Lake County reserve total discretion with respect to the function or mission of the Sheriff's Department, its budget, organization and the technology of performing the work. These rights shall not be abridged or modified except as specifically provided for by the terms of this agreement.

### **ARTICLE 3 - ASSOCIATION ACTIVITY**

A. The Employer agrees to provide and allow the Association use of bulletin board space in mutually agreeable areas of the various work locations. Inappropriate material may be removed from the Association's board and given to an Association official by a County representative.

B. Representatives of the Association shall be permitted to attend collective bargaining meetings and arbitration hearings without loss of pay provided that they can make arrangements to exchange duty shifts or hours at no loss of service or increase in cost to the County.

C. The Association agrees to conduct its business off the job, except as herein after provided. This Article shall not operate in any manner that would prevent an officer from the proper investigation and processing of any grievance or problem, or to prevent routine, reasonable business such as the posting of Association notices and bulletins. Any member of the Association who is called upon to serve as a delegate or representative of the Association for conventions, conferences etc. shall be granted leave time; such leave time shall be without pay.

### **ARTICLE 4 - PROBATIONARY PERIOD**

A. Upon hire, all employees covered by this agreement shall serve a probationary period of twelve (12) months from the date of hire.

B. During the probationary period, an employee shall be subject to dismissal without recourse or appeal if deemed unfit by the County Administrator.

### **ARTICLE 5 - GRIEVANCE PROCEDURE**

Grievances within the meaning of the grievance procedure shall consist only of

disputes about the interpretation or application of particular clauses of this Agreement and items concerning wages, hours and conditions of employment, and about alleged violations of this Agreement. All such grievances shall be processed as follows:

A. Step 1. Grievances shall be initially presented to the immediate supervisor by the Association representative and/or by the Association Committee if made by the Association, and the grievance shall be presented to the Association representative by the County Administrator, if made by the Employer; all grievances shall be presented within ten (10) days from the date of the occurrence giving rise to the grievance. Grievances shall be presented in writing stating the nature of the grievance and the date when the incident giving rise to the same occurred.

B. Step 2. If a satisfactory settlement is not reached as outlined in subsection A within ten (10) days after the written answer of the immediate supervisor, the grievance shall be presented in writing to the County Administrator. A meeting shall be held within fifteen (15) days, or upon mutual agreement of both parties.

C. Step 3. If a satisfactory settlement of the grievance is not reached as outlined in subsection B within ten (10) days after the written answer of the appropriate answering committee, the grievance shall be presented in writing to the Personnel Committee, as it represented the Green Lake County Board of Supervisors. A meeting shall be held within fifteen (15) days or upon mutual agreement of both parties at the next regular scheduled meeting of the Personnel Committee.

D. Step 4. If a grievance is not satisfactorily resolved in Step 3 of the grievance procedure, either party may submit said grievance to arbitration by giving notice in writing to the other party within ten (10) days after a decision is reached in Step 3. Within five (5) days of such notice, the Employer or Association may contact the Wisconsin Employment Relations Commission for the appointment of an arbitrator from its staff pursuant to Section 111.70(4)(c)(2) of the Wisconsin Statutes. The losing party shall assume the full cost of the filing fee and reimburse the other party within thirty (30) days of the arbitrator's decision. The decision of such arbitrator shall be final and binding on both parties except for a judicial review of the same.

E. If a discharged employee claims injustice in her/his discharge, the request for a meeting on a grievance shall be made within fifteen (15) days from the date of such discharge. Such requests shall be made by letter with the postmark on the letter to be considered as the time of request. Such grievances shall be handled under the procedures outlined in subparagraphs A, B, C and D above.

F. The time limits as set forth herein shall not include Saturday, Sunday or holidays and may be extended by mutual agreement of both parties.

#### **ARTICLE 6 – NO STRIKE AGREEMENT**

A. **Strike Prohibited:** Neither the Association nor any of its officers, agents or County employees shall instigate, promote, encourage, sponsor, engage in or condone any strike, picketing, slowdown, concerted work stoppage or any other intentional interruption of work during the term of the Agreement.

B. **Association Action:** Upon notification by the County to the Association that certain of its members are engaged in a violation of this provision, the Association shall immediately, in writing, order such member to return to work. The Association shall provide the County with a copy of such order and a responsible official of the Association shall publicly order such members to return to work. In the event that a strike or other violation not authorized by the Association occurs, the Association agrees to take all reasonable, effective and affirmative action to secure the members return to work as promptly as possible. Failure of the Association to issue the order and take the action required herein shall be considered in determining whether or not the Association caused or authorized the strike.

C. **Penalties:** Any or all of the employees who violate any of the provisions of the Article may be disciplined by the Sheriff and County Administrator jointly, including loss of compensation, vacation benefits and holiday pay. In addition to penalties provided herein, the County may enforce any other legal rights and remedies to which by law it is entitled.

#### **ARTICLE 7 - HOURS OF WORK AND OVERTIME**

A. **Normal Work Schedule:** A normal workday shall be as shown below. The Sheriff shall post the normal work schedule. The Sheriff may change that schedule to meet the reasonable needs of the County. However, within fifteen (15) days of posting of any changes in the normal schedule, the Association may petition the Employer to negotiate such changes. Nothing shall preclude the Sheriff from taking action appropriate to an emergency or probable emergency.

B. **Patrol Work Schedule:**

\*Schedule changes for Deputy Sheriffs and Detectives may be made in accordance with past practice.

Members of the Patrol classification shall work a repeating work cycle of 4 days on-duty followed by 5 days off-duty. The length of the work shift shall be 12 hours.

Patrol shifts are for a period of 12 hours as follows:

5:00 a. m. - 5:00 p.m.;  
5:00 p.m. - 5:00 a.m.;  
6:00 a.m. - 6:00 p.m.;  
6:00 p.m. - 6:00 a.m.  
12:00 p.m. to 12:00 a.m.

1. No more than 4 employees will be considered as floaters.
2. There will be no more than two (2) deputies allowed off per day.
3. From June 1 until August 31 of each year the below conditions shall apply:
  - A. On calendar days that have five or fewer full time patrol officers scheduled, only one (1) person would be permitted to use holiday time or vacation time on any given day.
  - B. On calendar days that have six or more full time patrol officers scheduled, two (2) people would be able to use holiday time or vacation time on any given day.
4. From January 1 to May 31 and from September 1 to December 31, the below conditions shall apply:
  - A. Two (2) persons would be permitted to use holiday time or vacation time on any given day.

In the event of increased full time patrol staff beyond the current 12 full time officers this matter shall be revisited.

C. Detective Work Schedule:

Members of the Detective classification shall work a repeating cycle of 6 days on-duty followed by 2 days off-duty, 4 days on-duty followed by 2 days off-duty, 4 days on-duty followed by 3 days off duty. The length of the work shift shall be 8 hours from 8 am to 4 pm. In the Detective classification initial selection for vacation for the ensuing year shall not be less than six (6) working days in any combination with regular scheduled days off.

\*\*Detectives shall be allowed, by mutual agreement between the employer and employee, to flex their individual hours as required for work purposes.

\*Schedule changes for Deputy Sheriffs and Detectives may be made in accordance with past practice.

D. Work Schedules shall be posted by the 15th of the month prior. If the 15th day of the month falls on a weekend or holiday, the schedule will be posted on the next business day.

E. Overtime: Work scheduled in excess of the above limitations and all hours worked outside of the work schedule shall be considered overtime work. Employees shall be compensated at the rate of time and one-half (1-1/2) the regular rate for all overtime work. All paid holidays, paid sick leave, paid vacation; paid funeral leave and compensatory time off shall be counted as time worked for the purpose of computing overtime.

1. Any time that there is a need for overtime; the vacancy shall be filled by straight seniority, within the classification needing the overtime. If an employee is not available within the classification, an employee may be called from outside the classification.

2. When an employee is required to report for a duty that is compensated at the overtime rate and that duty is not a special assignment nor detail, the duty shall be offered according to seniority in each classification. For the purpose of this practice, classification lists have been established for the specific sections of; Detectives and Patrol.

3. Sick Call: When an employee in Patrol calls in sick:

A. The Communications Officer receiving the report shall contact a replacement according to the current seniority list.

B. In the instance there are (3) three officers assigned to a particular shift, a replacement does not need to be found.

C. The Communications Officer contacting the replacement shall briefly indicate who was contacted on the daily log.

D. The seniority principle shall apply; the senior person that wants the full shift shall get it. If the senior person wants half of the shift and no one wants the remaining half shift and a less senior person wants the whole shift, the less senior person gets the full shift. If the remaining half shift is unfilled, reverse seniority of the adjoining shift fills it.

E. In the event no replacement can be secured, the vacated shift shall be filled/assigned by reverse seniority or split shift with employees working the shift prior to or immediately after the shift to be filled according to seniority. If the more senior employee declines, the least senior employee shall cover 1/2 the shift.

F. In all instances, the duty supervisor shall be contacted by the means of an email being sent to the employee's supervisor at the earliest reasonable time.



G. Sick calls shall be made every day, except during known extended periods of time. A call for returning back to work shall be made no less than two (2) hours before the next scheduled work shift.

H. The Employee shall fill out the Department Leave Request Form upon returning to work.

If a Detective calls in sick, the duty supervisor should be contacted by email. The Employee shall fill out the Department Leave Request Form upon returning to work.

**4) Scheduled Overtime:**

A. Available shifts for the upcoming month shall be posted between the 15th and the 25th of each month preceding, i.e.: overtime available for February would be posted between January 15th - 25th.

B. Assignments of shifts would be based on seniority of those initialing any selected dates.

C. If any shift remains unfilled at the end of the posting period, assignment shall be made by reverse seniority or split shift.

D. Employees who do not desire to work posted scheduled overtime on a specific date(s) shall notify the Sheriff in writing, and shall not be assigned to work overtime on that day(s).

E. Shift assignments shall be posted by the 28th of the month.

F. When a split shift assignment occurs, the first name listed would have the first half of the work shift.

G. The seniority principle shall apply. If a less senior employee signs up for a full shift, and a more senior employee signs up for a split shift, without a partner to take the other part of the shift, then the employee desiring the full shift shall be awarded the shift assignment.

F. **Call Time:** With the exception of telephonic court testimony, when an employee is called for duty outside of her/his normal work schedule, he/she shall be paid a minimum of two (2) hours pay at the overtime rate. Employees who are called to testify telephonically outside of her/his normal work schedule shall be paid a minimum of one (1) hour of pay at the overtime rate. An employee shall not be entitled to the call time minimum when instructed to report early for a scheduled shift or is required to remain on duty after the end of a scheduled shift. If an employee is needed to work overtime the employee with the

most seniority within the classification shall be called first, except to complete or begin an assignment as a shift extension.

G. Shift Differential:

Shift differentials shall be paid as follows:

**For Patrol and Detectives:** \$.45 for each hour worked from 5:00 PM to 6:00 AM.

H. Part Time Assignments:

Leave requests with less than 48 hours' notice shall be filled utilizing straight full-time seniority; if no full time employee chooses to fill the available shift or any segment of said shift, part-time employees may be utilized. If no part-time employees are available to fill the available shift, the shift shall be filled by straight seniority. Leave requests submitted 48 hours or more may be filled first by part-time employees.

**ARTICLE 8 - WAGES**

A. Wages shall be paid every two (2) weeks in the amounts set forth in the Classification and Wage Appendix attached hereto, and anniversary raises shall commence on the day of the employees actual anniversary.

B. Deputy Sheriffs and Detectives work 1950 hours per year. The hourly rate is determined by dividing the annual salary by 1950.

C. Payroll Deduction: The County will provide a payroll deduction for employees who elect to participate in a deferred compensation and/or credit union plan. Only one credit union plan may be utilized for all employees, and enrollment/dis-enrollment is the responsibility of the employee.

D. Add \$1.00 per hour to the wages listed in the Classification and Wage Appendix for all hours worked as trainers/instructors for the Field Training Officers and Instructors.

E. Officers hired with 5 years or more of creditable law enforcement service experience may be credited with the appropriate years of experience when being placed on the wage rate table (Appendix A) at the discretion of the Sheriff with the approval of the County Administrator.

**ARTICLE 9 - RETIREMENT**

Effective January 1, 2018, all deputy sheriffs will contribute at the rate of 4.5% of their gross income toward the employee required contribution under Wis. Stat. § 40.05(1) with the County paying the remaining employee required contribution amount on behalf of the deputies. Effective January 1, 2019, all deputy sheriffs will contribute at the rate of 5.5% of their gross income toward the employee required contribution under Wis. Stat. § 40.05(1) with the County paying the remaining employee required contribution amount on behalf of the deputies. Effective January 1, 2020, all deputy sheriffs will contribute 100% of the employee required contribution under Wis. Stat. § 40.05(1). The parties recognize that any deputy sheriff hired by the County after July 1, 2011 is subject to making WRS contributions as provided by law.

**ARTICLE 10 - INSURANCE**

A. Effective July 1, 2015, employees shall make shall pay 8% of the single premium, limited family, or the family premium for health insurance. Participation in the County health insurance program is optional to the employees. Employees electing not to participate in the County's health insurance plan shall receive an annual payment of one thousand five hundred dollars (\$1,500) per year to their flexible spending account, or at the employee's option, to a tax deferred account. Such payments shall be made no later than January 15th of each year. New employees shall not be eligible for health insurance benefits until the 1st of the month following one (1) full month of employment.

B. Continuation of the County's portion of the insurance premium, at County Expense, shall be provided for extended illness for all employees after accrued vacation and accrued sick leave has been utilized for a subsequent period of three (3) months.

C. Upon retirement, the Employer shall provide the employee and eligible dependents with continued coverage in the current group plan or another alternative plan of the Employer's choosing, provided, however, the premium is paid by the retiree each month in advance to the Administrator. Employees hired after January 1, 2007, shall not be eligible to continue with the county's health insurance plan upon retirement.

D. Notwithstanding anything contained herein, the County has the right to design and select the health care coverage plans offered to employees as provided in Wis. Stat. §111.70(4)(mc)6.

E. Life Insurance: The County shall participate in the Wisconsin Public Employers Group Life Insurance Program, Basic Plan, for all eligible employees at no expense to the employees. The County shall enable the participation in the supplemental, additional and spouse and dependent insurance plans, with all added costs to be paid by the participating employee.

F. The employers shall make every effort to provide all Employees an opportunity to participate in a Section 125 pre-tax dollar program, at no cost to the Employees.

G. Income Continuation: Effective January 1, 2011, the Employer shall make the Wisconsin Public Employers Income Continuation Insurance available to all members of the bargaining unit and that the Employer pay for any/all costs associated with implementing the program including all premium costs. The Association further proposes a 180-calendar-day elimination period. Employees will have the option of shorter elimination periods; however, will be required to pay the necessary additional premium costs.

#### **ARTICLE 11 - UNIFORMS**

A. The County shall furnish Deputy Sheriffs with required uniform items as provided in the Sheriff's Office uniform policy. The Sheriff shall determine the required uniform items for the deputy sheriffs. The uniform items may vary based on assignment and other factors as determined by the

Sheriff in his/her discretion. Uniform items may be replaced at the discretion of the Sheriff and/or his/her designees. The County shall own all uniform items provided hereunder. All uniform items must be used for work purposes only and shall be returned to the County upon request.

B. Detectives shall be reimbursed for uniforms purchased in an amount not to exceed three hundred seventy five dollars (\$375.00) per calendar year. No reimbursement shall be made for uniforms which do not meet departmental standards. To be reimbursed for such purchases, the Detective shall present the uniform and a receipt for its purchase to the Sheriff or his/her designees for approval. Any excess left in the uniform allowance at the end of the year shall remain with the County.

C. Employees shall suffer no financial loss for eyeglasses, contact lenses and uniforms damaged or destroyed in the line of duty without charge to the uniform allowance. To be reimbursed, the employee shall submit vouchers to the Law Enforcement Committee for approval.

#### **ARTICLE 12 - HOLIDAY ALLOWANCE**

A. At the beginning of each year, each employee will be credited with eighty (80) hours of floating holidays and twenty-four (24) hours of personal days. Personal Holidays shall be used in increments of no less than four (4) hours. In the event the departmental schedule does not permit an employee to receive the required number of holidays off in the calendar year, said employee shall receive pay for the remaining holidays at her/his regular rate. In addition, each employee working any of the holidays of New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas shall be compensated at the rate of double time for any and all hours worked.

B. Adjustment Upon Termination: In the event an employee terminates employment and has taken more than a pro-rata share of holidays for that portion of the year he/she has worked, the County shall be reimbursed the amount of the unearned holiday time taken.

C. New Employees: Newly hired employees shall receive holidays pro-rated on the basis of full calendar months of employment during the calendar year.

D. Holiday Seniority: Employees who are scheduled to work on a holiday shall be granted time off on a seniority basis.

E. Pay for Holidays: In lieu of scheduling holiday time off, employees may request to receive their regular rate of pay for any number of the floating holidays.

F. Pre-Scheduled Holidays: Twenty-four (24) hours of holiday time must be picked during the picking process. If requested as time off, the twenty-four (24) hours of holiday time must be selected during the time of the vacation selections and will follow the vacation selection process but are not subject to the first forty eight (48) hour minimum selection for Vacation in Article 13(C)(3)(b) and will not take precedence over any annual vacation

selections made. If they are not picked, they will be paid out. They will not be allowed to be taken later.

G. Holiday Time Off: Requests for holidays not made in accordance with Section F above and 24 hours vacation time, shall be granted when requested with at least forty-eight hours' notice and subject to the numbers listed in ARTICLE 13 - VACATION, C. Scheduling; (3) (a) & (b) for the appropriate classification.

H. Compensatory Time: Use of compensatory time will be authorized only with supervisor approval, and at no time shall the use of compensatory time create overtime.

### **ARTICLE 13 - VACATION**

A. Benefit: Each employee shall receive vacation with pay as follows:

1st Year of employment	no vacation
2nd Year of employment	Forty-eight (48) hours
3rd thru 8th Year	Ninety-six (96) hours
9th thru 15th Year	One Hundred Forty-four (144) hours
16th thru 20th Year	One Hundred Ninety-two (192) hours
After twenty (20) Years	one (1) additional eight (8) hours of vacation for every year worked.*

Employees hired after January 1, 2007 will have vacation accumulation amounts capped at a maximum of one hundred ninety-two (192) hours.

B. Accumulation: In calculating any pro-rata vacation benefit, vacation benefits shall be accrued at the rate of 1/12th of the employee's full benefit for each full month of employment.

C. Scheduling:

(1) Vacations shall be granted as of the anniversary date of the employee. No employee shall be allowed to carry unused vacation into the succeeding anniversary year unless permission to do so is granted in the sole discretion of the Sheriff.

(2) The scheduling of vacation periods shall be determined by the Sheriff. Choice of vacation time, subject to the previous sentence, shall be made on the basis of seniority.

(3) The Employer shall post a vacation schedule (work schedule) on or before the 1st of November each year, and initial selections for vacations for the ensuing year shall be made between November 1st thru December 12th of each year, and the following vacation selection shall apply:

- (a) One (1) employee for every four (4) employees in each classification working 12 hour shifts shall be allowed to schedule vacation off at the same time.
- (b) The first selection shall not be less than forty-eight (48) hours of vacation time to be used consecutively with any combination with regular scheduled days off. Remaining selections may be made in any combination, and shall be made on the basis of seniority within Classification.
- (c) When Patrol Deputies work regular 12 hour shifts, there will be no more than two (2) deputies allowed off per day.
- (d) The part time Patrol Deputies will make their vacation selections within their "Primary Classifications".
- (e) The projected work schedule will be posted. The selections will be marked right on the schedule.

1. A guide sheet will be posted for the employees to indicate that he/she has made their selection and the date and time the selection was made. After making the selection, the employee shall notify the next picking employee by phone and/or text that it is their turn to select.

2. Employee will have 72 hours to make their vacation selection. If selection is not made within the 72 hours, the next employee selects. The employee that missed can select at any time but cannot "bump" other employees from dates already selected.

3. The employee shall submit an electronic request through the scheduling program when picking.

(4) Requests for vacation time *off* not selected as outlined above should be made at least forty-eight hours before the schedule is posted for the work cycle in which the vacation will be taken.

(5) Every effort will be made to schedule and pick vacations on a calendar year basis.

#### **ARTICLE 14 - LEAVES OF ABSENCE**

##### **A. Sick Leave:**

(1) Employees shall accrue sick leave at the rate of eight (8) hours each month of service to a maximum accumulation of nine hundred sixty (960) hours. Also, after completion of one (1) years' service, the employee shall be allowed an additional two hundred forty (240) hours sick leave, non-

accumulative, to be used for any medical injury or illness which requires hospitalization, including necessary recovery time, as set by the decision of the attending physician and the decision of an independent physician chosen by the Employer if deemed necessary. If there is a disagreement between the treating physician's medical opinion and the independent physician's medical opinion, the matter shall be settled by arbitration. The proceedings of the arbitration shall be conducted in accordance with Article 5, Grievance Procedure, of this Agreement. It is the intent of both parties that this additional two hundred forty hours (240) can only be used after the employee's sick leave has been used, and furthermore, that the total two hundred forty hours (240) will be granted only once.

(2) Probationary employees shall not be eligible to take sick leave.

(3) Employees requesting sick leave shall notify the Sheriff at least four (4) hours before the commencement of the leave. A physician's certificate may be required by the Sheriff after three (3) consecutive days of absence in order to show the eligibility for sick leave pay. Such certificate shall contain the nature and extent of the illness, any medication prescribed and release of the employee to return to work. To obtain sick leave pay, the employee shall file a sick leave report form. Sick leave will be computed on the basis of the employee's regular hourly rate.

(4) Abuse of sick leave may result in discipline or discharge.

(5) Employees receiving worker's compensation benefits shall be entitled to supplement such benefits by pro-rata application of any accumulated sick leave benefits, to a total of their regular pay.

B. Sick Leave Pay Out:

Upon retirement under the Wisconsin Retirement System and or disability retirement as determined by the Social Security System or Department of Veterans Affairs, employees shall have the option to receive a lump sum payment at the current rate of pay for each unused sick day in their sick leave account. In lieu of said lump sum payment, the employee may request the Employer to place the current payout cash value of the unused sick hours into a segregated account to pay for health insurance premiums or the employee's deferred compensation plan, not to exceed 800 hours of accumulated unused sick leave.

In the event of the death of an employee, said amount shall be placed into the escrow account to provide for continuation of insurance premium for the employees' dependents or shall be paid out at the option of the family.

C. Funeral Leave

Employees shall be granted up to 3 days off, with pay, to arrange for and attend a funeral or memorial service of a member of his/her immediate family. Immediate family is defined as parent, stepparent, brother, sister, child, stepchild, current spouse, current mother-in-law, current father-in-law, son-in-law, daughter-in-law and grandchild or any dependent that resides with the employee. One (1) day

absence from work with pay shall be granted to employees attending the funeral or memorial service of their or their spouse's grandparent, current brother-in-law, current sister-in-law, uncle, aunt, niece or nephew. Exceptions may be granted at the discretion of the Sheriff or County Administrator.

D. Leave of Absence without Pay: The County Administrator may grant to any employee a temporary leave of absence without pay, upon written request made to the County Administrator. Such temporary leave of absence shall not exceed three (3) months. During a leave of absence, an employee shall neither receive nor accrue any benefits.

E. Re-employment: An employee to whom leave of absence without pay has been granted shall be entitled, at the expiration of the time stated on such leave, to be reinstated, if qualified, to a position comparable to that which he/she held at the time the leave was granted.

F. Request in Writing: Any leave of absence shall be requested in writing, indicating starting and ending dates and the reason for the leave.

G. Jury Duty: If called for jury duty, an employee shall receive his/her normal pay less the amount received for the jury duty, exclusive of meals and transportation. The payroll clerk must be informed of the hours involved and the amounts received as soon as practicable after the jury duty is completed.

H. Military Leave: An Employee who is a member of a Military Reserve of National Guard Element may have up to fifteen (15) days, excluding Sunday and holidays, for required annual active duty training without loss of vacation time, compensatory time or pay and benefits. Employees called to active duty, either as an individual or a part of a unit shall be entitled to all benefits prescribed in ss. 45.50, Wisconsin Statutes. I.

I. Short Term Disability Leaves. Including Maternity Leaves.

a) Employees who are unable to work because of a temporary physical disability shall, upon presenting pertinent information from the attending physician, be granted leave with pay in the following sequence: sick leave, accrued vacation, compensatory time (must be verified by department head), one (1) time sick bank of two hundred forty (240) hours (only if verified as a necessity by the employee's physician or a County - paid physician) and unpaid leave time when determined necessary by the employee's physician or a County - paid physician at the County's option.

b) Maternity Leaves: Pregnancy is defined as a temporary disability, and as such shall be treated the same as any other temporary physical disability in terms of eligibility for time off benefits and handicapped accommodations on the job.

1) Notification: A female employee who becomes pregnant shall notify her supervisor of such condition no later than the beginning of the fifth (5th) month of the pregnancy. Such notification shall be completed by the employee's physician and shall indicate the anticipated delivery date; any



temporary physical limitations placed upon the employee relative to the performance of her job and recommended date for the commencement of maternity leave, if known. Follow up reports may be required from time to time from the employee's physician to the County. If the County should request an independent physician's report or an unscheduled appointment with the employee's physician, it shall be at County expense.

2) Maternity Leave shall be granted to a female employee for a period of time as designated by her physician for any temporary disability period resulting from pregnancy, delivery and recuperation. No paid leave shall be granted or extended for purposes of child rearing. Maternity leave shall consist of paid leave followed, if necessary, by unpaid leave time in the same sequence as for other temporary disabilities. Employee shall return to work as soon after the date of delivery as she is physically able to assume her regular job duties. Such determination shall be made by the employee's physician or at the option of the County by a physician paid by the County.

J. Family and Medical Leave. The County agrees to provide all leave benefits required under the Wisconsin Family and Medical Leave Act, Section 103.10 et, seq., Wis. Stats. An employee receiving family leave shall have medical documentation to the County within seven (7) calendar days from the beginning of the leave.

K. Unpaid Leave. Prior to any unpaid leave being granted, all available paid leave must be utilized. This provision shall not be applicable to employees using Family Medical Leave Act pursuant to Article 14, Section A.

#### **ARTICLE 15 - SENIORITY**

A. The Employer agrees to the seniority principal. After completion of the probationary period, an employee's seniority shall date as of the date of employment with the Employer and shall not be considered terminated except upon discharge for cause, voluntary quit, failure to return upon completion of a leave of absence, layoff for a period not exceeding twenty-four (24) months, failure within seven (7) days after sending notice to respond to recall after written notice by certified mail is sent to the employee at the last address

appearing on the Employer's record. The Employer shall post a seniority list of employees in the Association each January. Such list shall be prepared in order of seniority, and will show the names and dates of employment of all personnel.

B. In reducing employee personnel, the employer shall determine which positions are to be reduced or eliminated. An employee whose position is reduced or eliminated shall have the opportunity to "bump" a less senior employee within the bargaining unit provided they are qualified to perform the duties of the position into which they are bumping. This Section shall not act to require the County to retain or recall an employee who is unqualified for the available work or whose employment or recall would seriously affect the efficiency of the department.

C. When a part-time employee takes a full time position in the same classification, in class seniority is determined by taking the date they began as full time and going back in time counting the number of hours they actually worked in that classification as a part time employee. In counting back, it will be based on the rotation that classification works so as to include only normal workdays and not off days.

#### **ARTICLE 16 - PROMOTIONS AND TRANSFERS**

A. All job vacancies within the department shall be posted on the bulletin board for a period of seven (7) days, the job posting shall set forth the job title, shift, rate of pay and a brief description of the job.

B. Selection of an employee to fill the job vacancy shall be based on seniority, qualifications, work records and test results, if any. Qualifications being relatively equal, seniority shall apply.

(1) If a current employee is hired, that employee's previous work as a deputized employee with arrest powers shall be counted toward the starting rate.

(2) During the first forty (40) working days, a former employee may elect to return to his/her previous position; however, an employee who elects to continue beyond forty (40) working days must serve a total of six (6) months as a probation period, during which the employee may be terminated for cause.

C. Employees who post for or request assignment to a lower paying classification shall be placed into the pay step that provides the least amount of decrease, if any, in pay, regardless of seniority date.

D. Reentry seniority: To cover all upward moves for reentry to previous or lower

pay scale classifications that were effective on/or after October 15, 1991. When an employee moves from a higher pay scale to a lower pay scale Classification, the amount of sick time and vacation time accrued shall not change for the total time of County employment.

The amount of Classification seniority shall remain "frozen" from the date at which the employee entered the higher pay scale Classification. When the Employee re-enters the previously held classification, it is the last date from which that Classification seniority shall continue from.

#### **ARTICLE 17 - ALLOWANCE FOR OUT OF COUNTY EXPENSE**

Employees, where applicable, shall be reimbursed for all reasonable out of County expenses not otherwise paid by the County, in accordance with this Agreement, and County resolutions and/or ordinances thereto; such as meals, travel expense and lodging necessitated by attendance to their duties or schools assigned by the Sheriff, upon approval by the Sheriff and the County Administrator. Evidence of current Automobile Insurance in the amount of \$100,000/\$200,000/\$25000 must be presented prior to receiving automobile mileage allowance.

#### **ARTICLE 18 - AUTOMOBILE POLICY**

A. Employees hired for field assignments shall be provided with vehicle for duty assignment. These vehicles shall remain with the employee under ordinary circumstances. In the event an employee is away from his work for an extended period of time, e.g., extended sick leave, leaves of absence, etc., the County reserves the right to assign this vehicle to the officer's replacement.

B. Vehicles provided under this section shall have characteristics, and attributes that will enhance and promote the safety and comfort, of the officer prior to being assigned to the employee:

Furthermore the Association will be allowed to participate in the monitoring and selection of the vehicles and any disputes regarding the vehicles shall be subject to the grievance procedure for adjustment.

C. The above mentioned vehicles shall be replaced at such time as it has been determined that a vehicle has become unsafe to operate for any reason, and appropriate repairs are infeasible.

#### **ARTICLE 19 - FAIR SHARE AGREEMENT**

Subject to the provisions of subsection (c) below, a Fair Share Agreement shall be implemented as hereinafter set forth.

A. Representation: The Association, as the exclusive representative of all of the employees in the bargaining unit, shall represent all such employees, both Association and non-Association, fairly and equally and all employees in the bargaining unit shall be required to pay their proportionate share of the costs of the collective bargaining process and contract administration as set forth in this Article.

B. Membership: No employee shall be required to join the Association but membership in the Association shall be made available to all employees who apply, consistent with the constitution and by-laws of the Association. No employee shall be denied Association membership on the basis of race, creed, color, sex, handicap, age or national origin.

C. Payroll Deduction: The Employer shall deduct from the first paycheck of each month an amount, certified by the Treasurer of the Association as the dues uniformly required of all members, from the pay of each employee in the bargaining unit. With respect to newly hired employees, such deduction shall commence on the month following the completion of the probationary period. Employees who become members of the Association prior to the completion of the probationary period may elect to have the Association dues deducted from their paychecks upon submission to the Employer of an individually signed authorization on a form provided by the Association for that purpose.

D. Administration: The aggregate amount so deducted, along with an itemized list of the employees from whom such deductions were made, shall be forwarded to the Treasurer of the Association within ten (10) days of the date such deductions were made. Any changes in the amount to be deducted shall be certified to the Employer by the Treasurer of the Association at least thirty (30) days prior to the effective date of such change. The Employer shall not be required to submit any amounts to the Association under the provisions of this article on behalf of employees otherwise covered who are on layoff, leave of absence, or other status in which they receive no pay for the period nominally used by the Employer to make such deductions.

E. Inadvertence or Error: If, through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from an employee's paycheck, such deduction shall be made from the next paycheck of the employee and submitted to the collective bargaining representative.

F. Indemnification and Hold Harmless Provision: The collective bargaining representative shall indemnify and save the Employer harmless against any and all claims, demands, suits, orders, judgments or other form of liability that shall arise out of, or by reason of, action taken or not taken under this section.

## **ARTICLE 20 - SAVINGS CLAUSE**

If an Article or part of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or part shall be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or part.

## **ARTICLE 21 - DEFENSE OF OFFICERS AND EMPLOYEES**

### **BY THE CORPORATION COUNSEL**

The County shall, through the Corporation Counsel, defend civil actions brought against any officer or employee covered by this Agreement growing out of any acts or omissions done in the course of her/his employment, or out of an alleged breach of her/his duty as such officer or employee. Any judgment against such officer or employee shall be paid by the County or its insurer, provided the officer or employee did not act in bad faith.

## **ARTICLE 22 - AMENDMENT PROVISION**

This Agreement is subject to amendment, alteration or addition only by a subsequent written agreement between and executed by the County and the Association where mutually agreeable. Breach of this Agreement by either party neither voids the collective bargaining Agreement nor establishes a precedent for future enforcement of the collective bargaining Agreement.

## **ARTICLE 23 - PART-TIME EMPLOYEES**

All part-time employees shall:

- A. Be paid at the same rate of pay as full-time employees.
- B. Regular part-time employees hired after January 1, 2007 and who work at least an average of twenty (20) hours per week, shall receive all fringe benefits afforded to regular full-time employees, pro-rated according to actual time worked in relation to a full-time employee.
- C. Receive overtime pay for all hours:
  - {1} Worked in excess of twelve (12) hours per day/shift.
  - (2) Worked the fifth (5th) consecutive day and each consecutive day worked thereafter.
  - (3) Holidays worked as listed in Article 12, Section A will be paid double time not overtime.
- D. Green Lake County shall be allowed to create part-time employees as Court Service Deputies/Court Service Officers to work on a flexible schedule.

The union waives the right of first refusal of overtime on these positions. The union has the right of first refusal for overtime for any position that they currently work full or part time, except for seasonal work, which has been performed by seasonal employees in the past.

#### **ARTICLE 24 - DURATION**

This Agreement shall be effective as of January 1, 2021, and shall remain in force and effect through December 31, 2024, and shall automatically renew itself from year to year unless each party notifies the other in writing on or before July 1, 2024 that it desires to alter, or amend this Agreement. This Agreement shall remain in full force and effect during negotiations.

#### **ARTICLE 25 - TERM OF THE AGREEMENT**

The term of this Agreement shall be for four (4) years,  
from January 1, 2021 to midnight, December 31, 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement this

21st day of August, 2020.

FOR THE COUNTY:

  
Green Lake County Administrator

FOR THE ASSOCIATION:

  
President

\_\_\_\_\_  
WPPA/LEER Business Agent

## Appendix A

### WAGE RATES 2021 - 2024

EFFECTIVE DATE	START	Step 2	Step 3	Step 4	Step 5	WRS Contribution
		1 Year	2 Years	6 Years	10 Years	
Sergeant's						
01/01/2021 (2%)	29.40	30.78	32.24	33.68	35.20	100% of employee portion paid by employee
01/01/2022 (1.5%)	29.84	31.25	32.73	34.19	35.73	100% of employee portion paid by employee
10/01/2022 (1.5%)	30.28	31.71	33.22	34.70	36.26	100% of employee portion paid by employee
01/01/2023 (1.5%)	30.74	32.19	33.71	35.22	36.81	100% of employee portion paid by employee
10/01/2023 (1.5%)	31.20	32.67	34.22	35.75	37.36	100% of employee portion paid by employee
01/01/2024 (1.5%)	31.67	33.16	34.73	36.28	37.92	100% of employee portion paid by employee
10/01/2024 (1.5%)	32.14	33.66	35.26	36.83	38.49	100% of employee portion paid by employee
Detective's						
01/01/2021 (2%)	28.01	29.34	30.71	32.09	33.53	100% of employee portion paid by employee
01/01/2022 (1.5%)	28.43	29.78	31.17	32.57	34.03	100% of employee portion paid by employee
10/01/2022 (1.5%)	28.86	30.22	31.64	33.06	34.54	100% of employee portion paid by employee
01/01/2023 (1.5%)	29.29	30.68	32.12	33.55	35.06	100% of employee portion paid by employee
10/01/2023 (1.5%)	29.73	31.14	32.60	34.06	35.58	100% of employee portion paid by employee
01/01/2024 (1.5%)	30.17	31.60	33.09	34.57	36.12	100% of employee portion paid by employee
10/01/2024 (1.5%)	30.63	32.08	33.58	35.09	36.66	100% of employee portion paid by employee
Deputy Sheriff						
01/01/2021 (2%)	27.40	28.69	30.05	31.40	32.81	100% of employee portion paid by employee
01/01/2022 (1.5%)	27.81	29.12	30.50	31.87	33.31	100% of employee portion paid by employee
10/01/2022 (1.5%)	28.23	29.56	30.96	32.34	33.81	100% of employee portion paid by employee
01/01/2023 (1.5%)	28.65	30.00	31.42	32.83	34.31	100% of employee portion paid by employee
10/01/2023 (1.5%)	29.08	30.45	31.89	33.32	34.83	100% of employee portion paid by employee
01/01/2024 (1.5%)	29.51	30.91	32.37	33.82	35.35	100% of employee portion paid by employee
10/01/2024 (1.5%)	29.96	31.37	32.86	34.33	35.88	100% of employee portion paid by employee

## Appendix B

**If a conflict in dates arises, files in the County Clerk's Office will supersede  
any dates shown below**

### GREEN LAKE COUNTY SHERIFF'S OFFICE

WPPA/LEER Seniority List 2021 - 2024

Division / Name	Classification Date For Picks	Full Time Hire Date For Amount of Vacation / Sick Leave
<b>Sergeant</b>		
Kiener, Jeffrey	7/20/2007	8/16/1995
Manning, Kevin	7/20/2007	9/22/1997
<b>Detective</b>		
Cody, Scott	11/25/2016	5/10/2004
Holdorf, Chad	1/1/2004	11/27/2000
Ward, Joshua	4/27/2007	2/21/2005
<b>Patrol</b>		
Hanson, Jeremiah	3/31/2017	3/31/2017
Colhouer, Ray	9/7/2012	9/7/2012
Kuklinski, Ted	1/3/2005	3/31/2004
Prachel, Michael	11/6/2009	5/26/2006
Preuss, Jason	7/5/2003	12/10/1997
Schroeder, Troy	11/20/2008	4/1/2009
Hoerig, Tyler	3/1/2016	3/1/2016
Weiner, Ken	4/5/2013	9/4/2017
Majeski, Michael	2/5/2018	2/5/2018
Young, Jason	4/4/2018	4/4/2018
Wallace, Taylor	5/22/2018	1/4/2020